

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PATRICK J. CYR,

Plaintiff,

v.

UNITED AIRLINES, INC.,

Defendant.

CIVIL ACTION
NO. 18-04323

ORDER

AND NOW, this 25th day of February, 2019, upon consideration of Defendant's Motion to Dismiss (ECF No. 7), Plaintiff's Response (ECF No. 8), Defendant's Reply (ECF No. 9) and Plaintiff's Sur-Reply (ECF No. 10), it is hereby **ORDERED** that the Motion is **GRANTED** as follows:

1. Count I (Negligence) is **DISMISSED without prejudice** and
2. Counts II (Breach of Contract) and III (Breach of Express and Implied Warranties) are **DISMISSED with prejudice**.

Plaintiff may amend Count I of the Complaint, consistent with the Court's Memorandum, on or before **March 27, 2019**.

BY THE COURT:

/s/ Gerald J. Pappert
GERALD J. PAPPERT, J.